TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bimbo Hungria Zrt		01/01/2011	CORPORATION: HUNGARY

RECEIVING PARTY DATA

Name:	Grupo Bimbo, S.A. B. de C.V.
Street Address:	No. 1000, Col. Pena Blanca Santa Fe
Internal Address:	Prolongacion Paseo De La Reforma
City:	Mexico City
State/Country:	MEXICO
Postal Code:	01210
Entity Type:	CORPORATION: MEXICO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77798540	BREAKFAST THINS

CORRESPONDENCE DATA

Fax Number: (312)321-4299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-321-4200
Email: officeactions@brinkshofer.com
Correspondent Name: Scott J. Slavick
Address Line 1: P. O. Box 10395
Address Line 4: Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	14254/5

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:

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Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Scott J. Slavick
Signature:	/Scott J. Slavick/
Date:	07/05/2011

Total Attachments: 6
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Assignment of Intellectual Property

WHEREAS, Bimbo Hungria Zrt, a Hungarian corporation, with its principal place of business at Petofi Sandor UTCA 40 Ujlengyel Hungary 2724 ("Assignor"), desires to transfer certain trademarks, copyrights and all of its other intellectual property;

WHEREAS, Grupo Bimbo, S.A. B. de C.V., a Mexican corporation, with its principal place of business at Prolongacion Paseo de la Reforma No. 1000, Col. Pena Blanca Santa Fe Mexico City Mexico 01210 ("Assignee"), desires to acquire certain trademarks, copyrights and all of Assignor's other intellectual property;

WHEREAS, Assignor has adopted, owns and is using a number of trademarks for which Assignor owns the identified federal applications and registrations for the goods and services identified therein (the "Federal Marks"), listed on Schedule A;

WHEREAS, Assignee desires to acquire the Federal Marks and the respective federal applications and registrations based thereon;

WHEREAS, Assignor is the sole owner of all worldwide right, title and interest, including all copyrights, in several copyrights (the "Copyright Works");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Copyright Works;

WHEREAS, Assignor has applied to register a number of trademarks based on Assignor's bona fide intent to use the trademarks in commerce for which Assignor owns the identified federal applications for the goods and services identified therein (the "Intent To Use Mark" when referenced singularly and "The Intent To Use Marks" when referenced together), listed on Schedule B; and

WHEREAS, once Assignor makes its first use in commerce of each trademark referenced as one of the Intent To Use Marks, Assignee desires to acquire the Intent To Use Mark and the respective federal application or registration based thereon.

WHEREAS, Assignee wishes to acquire any and all remaining intellectual property currently owned by Assignor, not referenced above as: (1) the Federal Marks; (2) the Copyright Works; and (3) the Intent To Use Marks, including but not limited to, any and all inventions, innovations, improvements, developments, methods, designs, analyses, network programming and configuration, other programming and configuration, documentation, technology, hardware, hardware design and layout, hardware configuration, software code (both object and source code) drawings, reports, common law trademarks and trade dresses together with the goodwill of the business symbolized by the common law trademarks and trade dresses, schematics, and all similar or related information (whether or not patentable or copyrightable) and all associated intellectual property rights, including trade secrets, copyrights, patents or patentable information, mask works and other intellectual property that relate to Assignor's actual or anticipated business, research and development or existing or future products or services and, which are conceived, developed, designed, made, or reduced to practice by Assignor and all derivations, adaptations, modifications, or compilations thereto (the "Additional Intellectual Property").

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NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to each of the Federal Marks, together with the goodwill of the business symbolized by the Federal Marks, and the applications and registrations thereof.

2. Assignor hereby sells, assigns, transfers and conveys unto Assignee all right, title and interest in and to the Copyright Works, including but not limited to the right to collect past royalties, the right to pursue legal actions for past infringements of the Copyright Works and related damages, and the right to seek federal copyright registration of the Copyright Works.

3. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to each of the Intent To Use Marks, together with the goodwill of the business symbolized by the Intent To Use Marks, and the applications and registrations thereof, automatically upon Assignor's first use of each respective Intent To Use Mark in commerce.

4. Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment.

5. Assignor further acknowledges that included in this assignment is the right to bring suit to enforce any of: (1) the Federal Marks; (2) the Copyright Works; (3) the Intent To Use Marks; and (4) the Additional Intellectual Property against activities that occurred before the date of this Agreement.

6. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Additional Intellectual Property, together with the goodwill of the business symbolized by the common law trademarks and trade dresses.

7. This Agreement is made in and shall be governed by the laws of the United States of America, specifically; this Agreement will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

8. This Agreement represents the entire understanding between the parties and supersedes and replaces any and all prior agreements relating to the assignment of Assignor's intellectual property between the parties. This Agreement may not be amended except by a written document signed on behalf of each party by its authorized representatives.

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Bimbo Hungria Zrt.

By: _____

Name: VICTOR SAKODA CORREA

Title: DIRECTOR

Dated effective as of: JANUARY 01, 2011

Bimbo Hungria Zrt

By: _____

Name: DÁNIEL SÁHO

Title: DIRECTOR

Dated effective as of: JANUARY 01, 2011

GRUPO BIMBO
JURÍDICO Autorizado
ABOGADO: 1AC
FIRMA: _____
FECHA: 21 DIC 10

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Schedule A
"The Federal Marks"

Mark	Registration No. or Serial No.	Goods
THOMAS'	215,997	Bread
	565,109	Muffins and Bread
Toast-r-Cakes	684,234	Muffins or cakes designed to fit and be toasted in the ordinary toaster
Toast-r-Cakes	762,418	Muffins or cakes designed to fit and be toasted in the ordinary toaster
	827,257	Cakes
THOMAS'	827,258	Muffins and cakes
SAHARA	853,756	Bakery products-namely, bread
Dutch Country	968,304	Bakery products-namely, bread and fruit cake
	1,249,968	Muffins
D'ITALIANO	1,265,871	Bread, rolls and buns
Maier's	1,655,695	Bread and rolls
D'Italiano REAL ITALIAN STREATS	1,733,390	Bakery products; namely, bread
NOOKS & CRANNIES	2,614,090	English muffins
THOMAS' HEARTY GRAINS	3,195,196	Muffins

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THOMAS'	3,349,935	Bagels, breads and English muffins
BAGEL HOLES	3,427,797	Bakery goods
BETTER START	3,810,861	Bakery products
BAGEL THINS	77/798,364	Bakery products
THOMAS' BAGEL THINS	85/175,717	Bakery products
CRUSTINI	77/868,537	Bakery products

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Schedule B
"Intent To Use Marks"

Mark	Serial No.	Goods
BAGEL CRUNCHERS	85/035,280	Bakery products
FIBER GOODNESS	77/956,447	Bakery products
MUFFIN THINS	85/104,981	Bakery products
HOME BAKERY	85/133,785	Bakery products
PRETZ-A-BAGELS	85/155,691	Bakery products
THOMAS' PRETZ-A-BAGELS	85/162,243	Bakery products
BREAKFAST THINS	77/798,540	Bakery products

RECORDED: 07/05/2011

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